

A. G. Contract No. KR98 1242TRN
ADOT ECS File No : JPA 98-105
Project: 089A YV 353/H4342 01C
Section: SR-89A @ Main Street

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 20 October 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF COTTONWOOD, acting by and
through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. The State and the City desire to participate in the design, construction and maintenance of a new roadway striping to delineate additional traffic lanes in the vicinity of SR-89A @ Main Street, as well as install ADA sidewalk ramps, upgrade the traffic signal phasing and equipment, and replace the existing signal loop detectors, at a currently estimated cost of \$121,200 00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22790
Filed with the Secretary of State
Date Filed: 10/20/98
Petey Bayless
Secretary of State
By Dick W. Graenewald

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications and be responsible for its proportionate share of any additional Project costs. Be responsible for any contractor claims for extra compensation attributable to the State

c. Be responsible for the cost of the Project costs over and above the City's contribution, in an amount currently estimated at \$74,000 00

d. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance to the Project within the state right of way, except for sidewalks or ADA ramps

e. Prior to the award of a Project construction contract, invoice the City for its share of the cost of the Project, in an amount equal to twenty five percent (25%) of the total cost of the Project, not to exceed \$47,200 00

2. The City will:

a. Review the Project design documents and provide comments.

b. Within thirty (30) days after receipt of an invoice, advance the State the City's share for the cost of the Project, in an amount equal to twenty five percent (25%) of the total cost of the Project, not to exceed \$47,200.00.

c. Be responsible for any contractor claims for extra compensation attributable to the City, and for its proportionate share of any contract modifications agreed to by the City prior to execution of the construction contract modification

d. Upon completion and acceptance of the Project by the State, provide maintenance to the Project outside the State right-of-way, to the sidewalk ADA ramps within or outside the State right-of-way, and provide electrical energy to operate the traffic signal

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


City of Cottonwood
City Manager
827 N Main Street
Cottonwood, AZ 86326

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

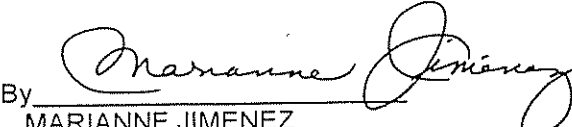
CITY OF COTTONWOOD

STATE OF ARIZONA
Department of Transportation

By 
RUBEN JAUREGUI
Mayor

By 
For EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By 
MARIANNE JIMENEZ
City Clerk

RESOLUTION

BE IT RESOLVED on this 18th day of June 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Cottonwood for the purpose of defining responsibilities for the design, construction and maintenance of improvements to the intersection of SR-89A @ Main Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NUMBER 1699

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR IMPROVEMENTS TO THE STATE ROUTE 89A AND MAIN STREET INTERSECTION.

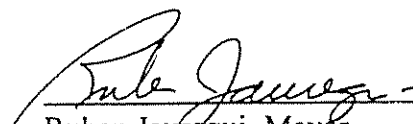
WHEREAS, the State is empowered by A.R.S. §28-401 to enter into this agreement; and

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this agreement; and

WHEREAS, the State and the City desire to participate in the design, construction and maintenance of new roadway striping to delineate additional traffic lanes in the vicinity of SR-89A at Main Street, as well as install ADA sidewalk ramps, upgrade the traffic signal phasing and equipment, and replace the existing signal loop detectors, for the safety and benefit of the motoring public.

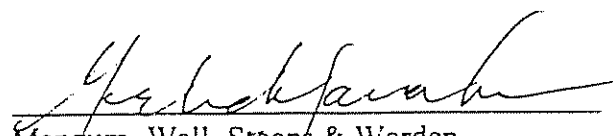
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

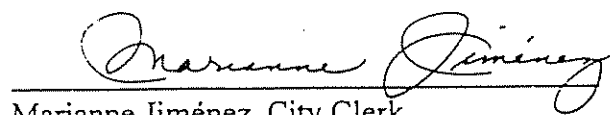
THAT, the intergovernmental agreement with the State of Arizona for improvements to the SR-89A and Main Street intersection is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City.


Ruben Jauregui, Mayor

APPROVED AS TO FORM:

ATTEST:



Mangum, Wall, Stoops & Warden
City Attorneys


Marianne Jiménez, City Clerk

APPROVAL OF THE COTTONWOOD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 4th day of September, 1998.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

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MAIN PHONE : 542-5025

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-1242TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 13, 1998.

GRANT WOODS

Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/15889

Enc.